

1 BILL NO. R-87-03-05

2 RESOLUTION NO. R-15-87

3 A RESOLUTION of the Common Council  
4 of the City of Fort Wayne, Indiana,  
5 authorizing the City to acquire  
6 real estate.

7 W I T N E S S E T H:

8 WHEREAS, the City and the owner of the real estate have  
9 agreed upon a purchase price of Forty-Five Thousand and No/100  
10 Dollars (\$45,000.00); and

11 WHEREAS, pursuant to Section 11-2 of the Municipal  
12 Code of the City of Fort Wayne, Common Council approval is  
13 necessary.

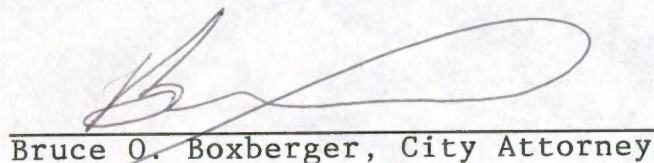
14 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL  
15 OF THE CITY OF FORT WAYNE, INDIANA:

16 SECTION 1. That approval and authority is hereby grant-  
17 ed to the City to acquire real estate located at 220 Edgewood  
18 Avenue, Fort Wayne, Indiana, for the purchase price of Forty-Five  
19 Thousand and No/100 Dollars (\$45,000.00). The appropriate officials  
20 of the City of Fort Wayne are empowered and authorized to execute  
21 all necessary documents to acquire such real estate.

22 SECTION 2. That this Resolution shall be in full force  
23 and effect from and after its passage and any and all necessary  
24 approval by the Mayor.

25   
26 Councilmember

27 APPROVED AS TO FORM  
28 AND LEGALITY

29   
30 Bruce O. Boxberger, City Attorney  
31  
32



Read the first time in full and on motion by Exhibit  
seconded by John, and duly adopted, read the second time  
by title and referred to the Committee Finance (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 3-10-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Exhibit  
seconded by John, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>			
<u>BRADBURY</u>	<u>✓</u>				
<u>BURNS</u>		<u>✓</u>			
<u>EISBART</u>	<u>✓</u>				
<u>GIAQUINTA</u>	<u>✓</u>				
<u>HENRY</u>	<u>✓</u>				
<u>REDD</u>	<u>✓</u>				
<u>SCHMIDT</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 3-24-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 3-15-87  
on the 24th day of March, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 25th day of March, 1987,  
at the hour of 11:30 o'clock P. .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March,  
1987, at the hour of 2:00 o'clock P. .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

RESOLUTIONS OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF FORT WAYNE, INDIANA

COMES NOW, the Board of Public Works and Safety of the City of Fort Wayne, Indiana ("Board") and hereby resolves as follows:


BE IT RESOLVED, that authority and approval is hereby given for the City to acquire the property located at 220 Edgewood Avenue, Fort Wayne, Indiana, for the sum of Forty-Five Thousand Dollars (\$45,000.00); and

BE IT FURTHER RESOLVED, that the members of the Board are hereby empowered and authorized to execute all documents to accomplish the purchase as herein indicated and all acts of the Board members, with respect to same, are hereby ratified and approved.

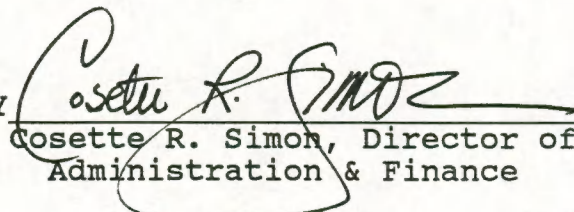
IN WITNESS WHEREOF, these Resolutions have been signed this 4th day of March, 1987.

CITY OF FORT WAYNE, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

BY

  
Baron R. Biedenweg, Director of  
Public Works

BY

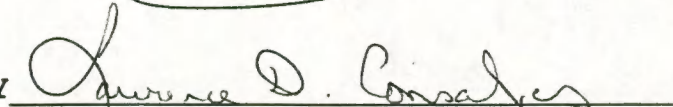
  
Cosette R. Simon, Director of  
Administration & Finance

ATTEST:

BY

  
Helen V. Gochenour, Clerk

BY

  
Lawrence D. Consalvos, Director of  
Public Safety



To: Russell Dugan, Cindy Bobay, Larry Slutz & Sharon Dawley Owners, Date 19  
 I/We hereby offer to purchase for the sum of \$45,000. in accordance with Paragraph \_\_\_\_\_ below, the real estate in Allen  
 County, Indiana commonly known as 230 Edgewood, Fort Wayne  
 the legal description of which is \_\_\_\_\_

This Agreement to Purchase is made subject to the following terms and conditions:

1. PURCHASE PRICE.

- (A) **Cash.** The entire purchase price shall be paid in cash.
- B. **Cash with New Mortgage.** The entire purchase price shall be paid in cash, contingent upon Buyer's ability to obtain within \_\_\_\_\_ days from this date a \_\_\_\_\_ mortgage loan commitment in the amount of not less than \$\_\_\_\_\_. Loan points, if any, not in excess of \_\_\_\_\_ shall be paid by (Seller / Buyer). If Buyer does not obtain such commitment within said period of time it shall render this Agreement null, void and of no force and effect, and any earnest money shall be refunded to Buyer. Buyer agrees to make immediate application for such financing, and to proceed in good faith toward obtaining same.
- C. **Cash, Subject to Existing Mortgage.** Buyer shall assume and agree to pay the unpaid balance of the existing mortgage on said property, subject to Lender's consent if necessary, held by \_\_\_\_\_, in the approximate amount of \$\_\_\_\_\_. At the final closing the Buyer shall pay the balance of the purchase price in cash and will reimburse the Seller for any escrow funds, which Seller shall assign to Buyer. Any Assumption fees charged by the Mortgagee to be paid by Buyer.
- D. **Land Contract.** The sum of \$\_\_\_\_\_ in cash upon the execution of a Land Contract on the Allen County Indiana Bar Association form with payments of not less than \$\_\_\_\_\_ per month, including \_\_\_\_\_% interest computed \_\_\_\_\_, plus taxes and insurance.

2. **TAXES AND ASSESSMENTS.** Buyer shall assume and pay real estate taxes due and payable in (May) (November) 1986, and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall assume and pay any assessments or charges upon or applying to the real estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the real estate or are serving the real estate.

3. **SURVEY.** Seller shall furnish at Seller's expense an up to date survey, identifying location of corners, showing dimensions, location of all improvements, building lines, easements, and stating whether said property is in or not in a flood plain.

4. **TITLE.** Seller shall furnish at Seller's expense (check appropriate box)

- ☐ An Abstract of Title disclosing in Seller marketable title to the real estate as of a date after the date hereof. Buyer shall have a reasonable time before closing to have the same examined, and Seller shall have a reasonable time to correct any title defects.
- ☐ A policy of Owner's Title Insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof. Seller shall deliver to Buyer any abstract in Seller's possession pertaining to the described real estate. Additional expense, if any, for Mortgage Title Insurance to be paid by Buyer.

5. **CLOSING.** This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and financing is obtained, if called for herein. Upon payment of the Purchase Price, Seller shall deliver a properly executed General Warranty Deed, or Land Contract, conveying or contracting to convey the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay. Seller shall also provide a Closing Affidavit, as commonly used in Allen County, Indiana. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by reference to the Standards of Marketability, as adopted by the Allen County Indiana Bar Association.

6. **POSSESSION** shall be delivered on or before Closing. Rent, if any, shall be pro-rated. Insurance shall be (pro-rated) (cancelled) as of closing date. Seller shall pay all Charges for utility services furnished the real estate until the date possession is delivered.

7. **IMPROVEMENTS AND FIXTURES.** This Agreement to purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the following: All electrical, gas, central heating, central air conditioning, and plumbing fixtures, including water softener (except rental units), built-in appliances, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, shutters, attached carpeting, linoleum, radio or television antennae, garage door openers with \_\_\_\_\_ activators, attached shelving, trees, shrubs, flowers, fences, and \_\_\_\_\_, if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens.

8. **SELLER'S REPRESENTATION.** The Seller represents that at the time Seller surrenders possession the electrical, gas, central heating, central air conditioning, plumbing fixtures, and built-in appliances will be in normal working condition; provided, however, that Seller shall not be liable for any such defect unless Buyer gives written notice thereof within a reasonable time after Seller surrenders possession to the Buyer.

9. **INSPECTION OF PROPERTY.** Buyer has personally inspected and examined the above property, improvements and fixtures included therein, and makes this Agreement in good faith. Buyer shall have an opportunity to again inspect and examine the above property, improvements, and fixtures immediately prior to closing. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their heirs, and personal representatives.

10. **ZONING.** Buyer's intended use requires a zoning classification of Residential, and this Agreement is contingent on such use being permitted as of date of closing.

11. **EARNEST MONEY.** The Buyer deposits as earnest money the sum of \$\_\_\_\_\_, and upon acceptance by Seller, will deposit additional money in the sum of \$\_\_\_\_\_, all of which is to apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 P.M. \_\_\_\_\_, 19\_\_\_\_\_, the offer shall be withdrawn and the earnest money returned. If this offer is accepted and Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

12. **OTHER TERMS OR CONDITIONS:** purchase is contingent upon all approvals as required by law

13. This Agreement is solely between Buyer and Seller. The Realtor/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvement or equipment thereon

**CITY OF FORT WAYNE, INDIANA**  
 Buyer: Baron R. Biedenweg, Director of Public Works Buyer: \_\_\_\_\_  
 Address: One Main Street, Fort Wayne, IN 46802 Phone: 427-1112  
 Earnest money deposit of \$\_\_\_\_\_ received. Agent \_\_\_\_\_, 19\_\_\_\_\_.  
 Additional deposit of \$\_\_\_\_\_ received. Agent \_\_\_\_\_, 19\_\_\_\_\_.

**ACCEPTANCE BY SELLER:** The undersigned Seller of the property described in above Agreement, hereby accepts said offer and agrees to abide by the terms and conditions thereof \_\_\_\_\_

and also agree to pay our Agent a commission of \_\_\_\_\_, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until final closing of this transaction. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

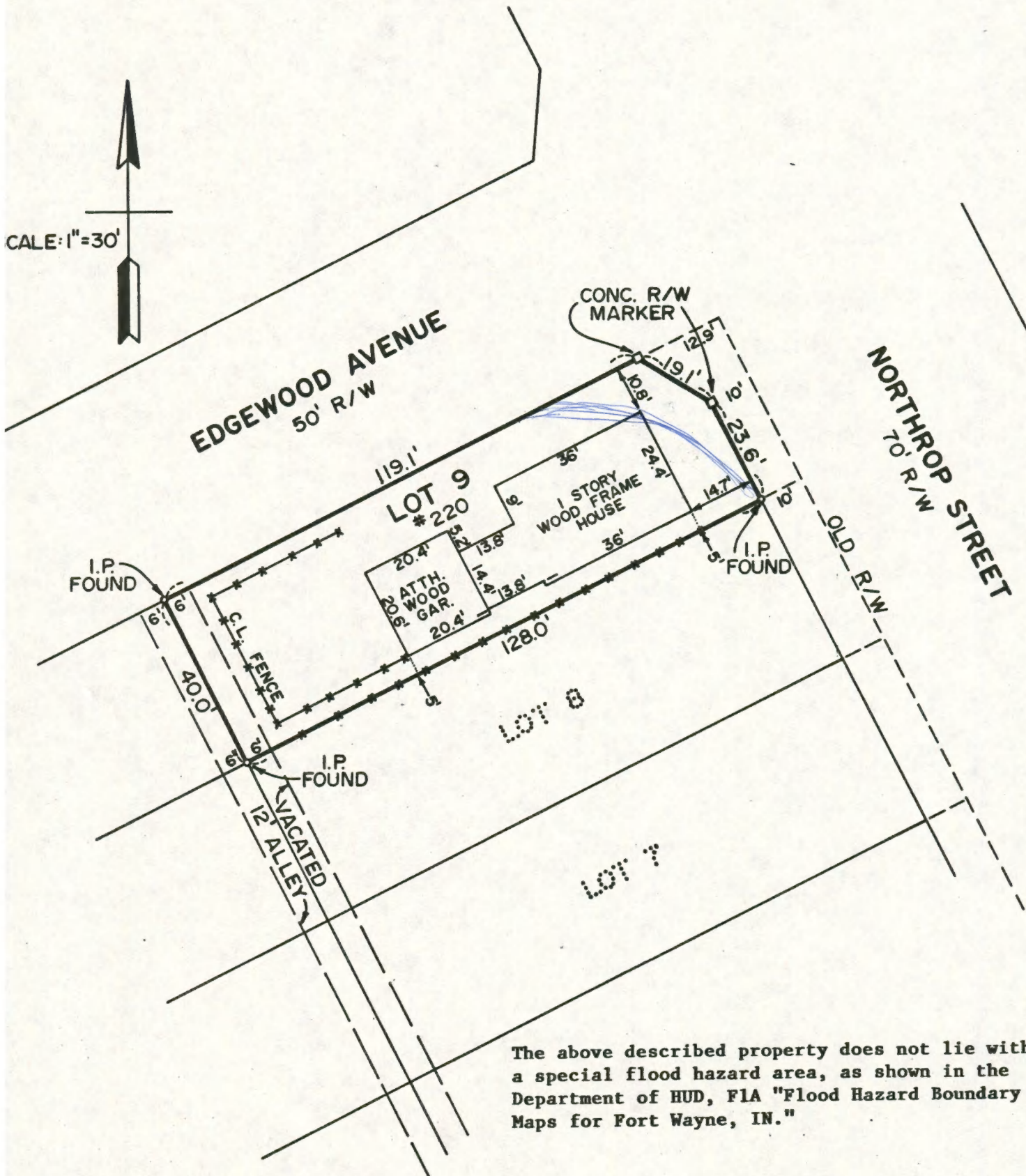
Seller: Russell C. Dugan Seller: Cindy K. Bobay  
 Address: Laurie St. Address: Market Street Phone: \_\_\_\_\_



# CERTIFICATE OF SURVEY

The undersigned Land Surveyor, registered under the laws of the State of Indiana, hereby certifies that he has made a resurvey of the real estate described and shown below, that measurements were made and monuments set where shown in conformity with the records on file in the Office of the Recorder of Allen County, Indiana and that any encroachments or discrepancies found on said real estate are shown below.

Legal description of real estate: Lot 9, Block 2, Irvington Park Addition, and one-half of the vacated alley adjacent thereto.

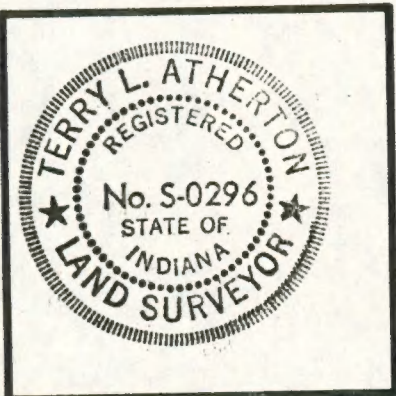


The above described property does not lie within a special flood hazard area, as shown in the Department of HUD, FIA "Flood Hazard Boundary Maps for Fort Wayne, IN."

Surveyed on: 11-21-86  
For: Dugan - City of Fort Wayne

Certified correct this 16th day  
of January, 1987.

*Terry L. Atherton*  
Terry L. Atherton, L.S., Ind. Reg. No. S-0296





BILL NO. R-87-03-05

*H.B. 717*  
*→ Indefinite*

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN ~~(ORDINANCE)~~ RESOLUTION of the Common Council of  
the City of Fort Wayne, Indiana, authorizing the City to  
acquire real estate

HAVE HAD SAID ~~(ORDINANCE)~~ (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ~~(ORDINANCE)~~  
(RESOLUTION)

YES

NO

BEN A. EISBART  
CHAIRMAN

JAMES S. STIER  
VICE CHAIRMAN

CHARLES B. REDD

DONALD J. SCHMIDT

SAMUEL J. TALARICO

CONCURRED IN 2-25-87

SANDRA E. KENNEDY  
CITY CLERK